

## **CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is made at Fairfield, California, as of July 27, 2018, by and between the City of Fairfield, a municipal corporation (the "CITY") and Impact Sciences, Inc. ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) TERM. This agreement shall be in effect until the scope of work is completed.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: David A. White

CONSULTANT  
By: Shahnem Barak

**EXHIBIT "A"**

**SCOPE OF SERVICE**

## **1. PROJECT UNDERSTANDING AND SCOPE OF SERVICES**

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### **1.1 Project Understanding**

Based on the information provided in the RFP, we understand that the Green Valley II Mixed-use project is a proposal to construct a 270-unit apartment complex and 22,000 square-feet of commercial space on a 13.32 acre site located on the southwest corner of Business Center Drive and Suisun Valley Road in the Green Valley Corporate Park in the City of Fairfield. Specifically, the proposed apartment complex would include four apartment buildings, a clubhouse, recreation areas, parking, and associated site improvements and would occupy 10.55 acres of the site while the commercial component would consist of four pad buildings, parking and associated site improvements on the remaining 2.77 acres.

We also understand that the City is considering an option to revise the site plan to accommodate a public safety facility on the project site that would replace the proposed commercial use.

The Green Valley Corporate Park is an industrial business park that is comprised mostly of office buildings. The project site is flat and is presently vacant. Office buildings are located to the north and west of the site across Business Center Drive while vacant land is located to the east across Suisun Valley Road and to the south immediately adjacent to the site.

In order for the proposed project to be implemented, the applicant is requesting that the City of Fairfield re-designate the General Plan and Zoning designations for the site from IBP (Industrial Business Park) to RVH (Very High Density). Because discretionary approvals are required, the project is subject to compliance with the California Environmental Quality Act (CEQA). The City of Fairfield will be the CEQA lead agency and will direct the CEQA review process.

### **1.2 Scope of Services**

#### **Task 1      *Project Kick-off***

As a first step, our Project Manager and Deputy Project Manager will meet with the City of Fairfield planning staff and representatives from The Spanos Corporation and H.J. Shein Inc. (collectively hereinafter the Applicant) to discuss the project, EIR scope, EIR schedule and deliverables, as well as communication protocols. Under this task, we will also develop and provide the City and the Applicant with a list of data needs.

#### **Task 2      *Notice of Preparation and Scoping Meeting***

Based on information provided by the City and the Applicant, Impact Sciences will prepare a draft project description and supporting graphics and a draft Notice of Preparation (NOP).

Following review of the draft project description and NOP by City staff, we will finalize the NOP for publication. Impact Sciences will be responsible for submitting the NOP to the State Clearinghouse (SCH) for distribution to state agencies. We will also distribute copies to all local and regional agencies and to local residents and neighborhood groups as necessary and place a public notice in the local newspaper announcing the availability of the NOP.

The City has indicated that it will hold a scoping meeting during the 30-day scoping period for the EIR. Impact Sciences will conduct the scoping meeting and prepare meeting materials such as sign-in sheets, informational handouts, comment cards, etc. We will also arrange for a court reporter to provide a

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written record of the meeting and we will prepare a written summary of the comments received. Our Project Manager will lead and attend the scoping meeting.

At the end of the scoping period, the City will provide Impact Sciences with copies of all comment letters received on the NOP so that all relevant comments are appropriately considered in the preparation of the Draft EIR. In the event that unanticipated issues are raised during the scoping period, we will submit a revised EIR scope of work to the City so that the issues can be appropriately addressed in the Draft EIR.

**Deliverables:** The following item will be provided:

- Fifteen (15) copies of NOP + NOC provided to OPR
- One (1) hard copy and one (1) electronic copy of NOP to the City
- Master copy of the NOP in MS Word and PDF on CD-ROM for posting on the City's website

### *Task 3 Prepare Administrative Draft EIR*

Impact Sciences will prepare an administrative Draft EIR for review by the City. Our scope assumes one round of review. It is assumed that the comments from City staff on the administrative Draft EIR will be provided in a consolidated set. We will also meet with City staff to go over comments on the administrative Draft EIR. The Draft EIR will include all sections required by the *State CEQA Guidelines*, as presented below.

#### **Introduction**

This section will be provided as a courtesy to the reader who may have little or no experience in reading an EIR. The purpose of the EIR will be defined, with references to the *State CEQA Guidelines* and statutes, as appropriate. The format and content of the Draft EIR will be explained. The environmental review process, as it is being administered for the proposed project by the City will also be explained.

#### **Executive Summary**

The Executive Summary will be prepared in accordance with CEQA requirements and will include a summary of the proposed project, project background, discussion of any known areas of controversy, and a summary of project alternatives. A summary of potentially significant impacts, mitigation measures, and residual impacts after mitigation will also be provided.

#### **Project Description**

The project description prepared for the NOP will be expanded and included in the administrative Draft EIR. The project description will address all items required under CEQA, including project location, existing conditions within the project boundary, project objectives, project characteristics, surrounding land uses, the intended uses of the EIR, required entitlements, permits and approvals, and a list of all other related environmental review and consultation requirements.

#### **Environmental Impact Analysis**

Each topical section of the EIR will follow a master format designed to demonstrate CEQA compliance and increase the ability of the public to understand the information in the EIR. Each section will be organized as follows:

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- Existing conditions will be discussed for each topic. Relevant regulations and policies will be identified and discussed, including goals, policies, and implementation programs found in the City's General Plan and zoning ordinance.
- Thresholds of significance will be clearly listed to allow the reader to understand the significance of each identified impact.
- Project impacts will be identified and discussed by type of impact, based on factual evidence.
- Cumulative impacts will be identified and discussed. Consistent with Section 15130 (b) of the *State CEQA Guidelines*, cumulative impacts will be assessed for each topic based on a list of related projects or using the projections approach if appropriate.
- Mitigation measures for each impact will be identified and discussed.
- Conclusions regarding the significance of each impact after mitigation will be presented. The conclusions will be presented in a form that can be easily incorporated into the required CEQA Findings of Fact for each significant impact.

### **Alternatives**

CEQA requires an EIR to evaluate the comparative merits of a range of reasonable alternatives to a project that could feasibly attain the basic objectives of the project and avoid or lessen the significant impacts of the project as identified in the EIR. Evaluation of a "No Project" alternative is also required. An adequate range of reasonable alternatives will be included in the Draft EIR. Alternatives will be selected based on their potential to avoid or lessen any significant impacts associated with the proposed project while still meeting most of the project's objectives. Alternatives identified during project scoping will be carefully evaluated. The environmentally superior alternative will be identified as part of this analysis. Our scope assumes the evaluation of four alternatives, including the No Project alternative.

### **Other Required Sections and Appendices**

The Draft EIR will include all other sections required under the *State CEQA Guidelines*, including Growth Inducing Impacts, Significant Unavoidable Impacts, Significant Irreversible Environmental Changes, Effects not found to be Significant, a list of persons involved in the preparation of the EIR, and list of references and persons, agencies, and organizations consulted during the preparation of the EIR. The appendices will include all technical studies and other items related to the EIR, such as the NOP and comment letters on the NOP.

### **Appendices**

The appendices will provide supporting documentation, including all the technical studies used in the analysis.

**Deliverables:** The following items will be provided:

- One (1) electronic copy of Admin Draft EIR in MS Word format
- Eight (8) hard copies of Admin Draft EIR

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### Task 4     *Evaluation of Technical Issues*

Given the setting and nature of the proposed project, we believe that detailed analyses will be needed for several of the resource topics identified in Appendix G of the *State CEQA Guidelines*. We assume that the Green Valley II Mixed-use project EIR will address all topics that are shown in bold below and that Aesthetics, Agriculture and Forestry Resources, Geology and Soils, Hydrology and Water Quality, Mineral Resources, and Population and Housing will not be discussed in detail in the EIR, although substantial evidence will be included in the EIR to demonstrate that the proposed project does not have the potential to result in significant impact related to these resource topics.

- Aesthetics
- Agriculture and Forestry Resources
- **Air Quality**
- **Biological Resources**
- **Cultural Resources**
- Geology and Soils
- **Greenhouse Gas Emissions**
- **Hazards and Hazardous Materials**
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation and Traffic
- Tribal Cultural Resources
- Utilities and Service Systems, including Energy

A description of our scope for each resource topic that will be analyzed in the Draft EIR is presented below.

#### Air Quality

- **Characterize Existing Conditions.** Impact Sciences will discuss existing air quality conditions within the San Francisco Bay Area Air Basin and the project area. Historical data from the nearest Bay Area Air Quality Management District (BAAQMD) monitoring station over the past three years will be compiled. The most recent State attainment and nonattainment status designations will be discussed. Sensitive receptors that are situated within one-quarter mile of the project site will be identified.
- **Assess Construction Impacts.** We will estimate short-term local and regional air quality effects associated with construction of the proposed project. The California Emissions Estimator Model (CalEEMod) will be used to estimate gross emissions of criteria pollutants generated by the proposed project. The analysis will quantify construction impacts associated with the proposed project, and will include fugitive dust emissions from earth moving and nitrogen oxides emissions generated by haul trucks and other diesel-fueled construction equipment. Estimated emissions for the proposed project will be compared to the BAAQMD daily construction emissions thresholds to determine significance.

The air quality construction analysis will also discuss odors and toxic air contaminants (TAC). The qualitative odor discussion will discuss potential sources of odors. The TAC analysis will qualitatively discuss exposure based on the duration of construction activity. This scope of work does not include a health risk assessment for construction emissions.

The consistency of construction impacts with the City of Fairfield's Open Space, Conservation, and Recreation Element, BAAQMD Air Quality Management Plan, and any other relevant air quality plans and policies will be analyzed.

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- **Assess Operational Impacts.** Impact Sciences will perform a thorough analysis of the project's direct and indirect impacts on air quality, including:
  - Analyzing the stationary source, area source, and mobile source emissions impacts from operation of the project following the occupancy of the project. These impacts will be compared to the BAAQMD's thresholds of significance to determine the impact of the project on localized and regional air quality. Mobile source emissions will be quantified based on the traffic analysis and utilize CalEEMod, EMFAC, and other appropriate air quality models.
  - Localized concentrations of carbon monoxide along key roadways will be analyzed.
  - The project's impact on odors and toxic air contaminants will also be analyzed, particularly as it affects any nearby sensitive receptors.
  - Cumulative impacts of the project on localized and regional air quality will be evaluated. To that end, the project's consistency with the BAAQMD Air Quality Management Plan, City of Fairfield's General Plan, and other relevant policy documents will be assessed.
- **Identify Mitigation Measures.** We will identify and evaluate reasonable and feasible mitigation measures to reduce any significant air quality impacts. In addition, we will develop a list of reasonable and feasible dust control measures to reduce construction air quality impacts and, if necessary, measures to reduce community risk to acceptable levels. Regulatory compliance measures will also be identified.

### Biological Resources

Impact Sciences will utilize the biological resources assessment prepared by Pacific Biology to prepare the biological resources section of the EIR. Based on a preliminary review of available information, the 13.32-acre site appears to support annual grasses and ruderal plant species that commonly occur in disturbed habitats. However, the potential use of the site by foraging Swainson's hawks, as well as other locally occurring raptors, should be evaluated. Other potential key issues to be evaluated include the potential presence of wetlands, burrowing owls, and accessibility of the site to habitat potentially occupied by California red-legged frog (which is known from the project area). The biological resources assessment will include the following tasks:

- **Database and Literature Review.** The most recent version of the California Natural Diversity Database (CNDDDB) and the CNPS Online Inventory of Rare and Endangered Plants will be reviewed. The review will serve to determine the location of documented special-status plant and wildlife species relative to the project site. Additionally, commercially available orthorectified aerial photography and other GIS data will be obtained and reviewed to generally identify habitat types and features on and near the project site.
- **Field Visit.** A biologist will visit the project site to identify and characterize the habitat types present on and bordering the site. The potential occurrence of special-status plant and wildlife species will be evaluated based on an analysis of on-site habitats, known home ranges and/or distribution of target species, and other biological characteristics. Any potentially jurisdictional resources (e.g., wetlands, drainages) or sensitive plant communities will be identified, characterized, and generally mapped.

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- **Documentation.** A biological resources habitat evaluation report will be prepared that describes the biological resources occurring on and bordering the project site, including plant communities; special-status plant or wildlife species occurring or potentially occurring; opportunities the site provides for wildlife movement to surrounding habitat; sensitive and/or jurisdictional habitats; and protected trees. The report will address all relevant CEQA significance criteria, describe any potential impacts to biological resources, and if necessary, recommend measures to mitigate potential impacts. The report will include supporting GIS-based figures, which at a minimum will depict (1) the habitat types on and bordering the project site, and (2) the location of documented occurrences of special-status plant and wildlife species relative to the project site. Representative photographs of the project site will also be included.

Please note that the proposed scope of work does not include focused biological studies or surveys, such as a jurisdictional wetland delineation or focused plant or wildlife surveys. If it is determined that such surveys are required, the work can be conducted pursuant to an amendment to this scope of work and budget.

### Cultural and Tribal Cultural Resources

Impact Sciences staff will peer-review cultural resources report prepared by Tom Origer & Associates for the proposed project and will inform City staff in the form of a memorandum if any additional analysis of cultural resources is needed. (For purposes of this scope of services, we are assuming that no additional analysis of cultural resources will be needed and that the report will suffice).

The project site is vacant and as a result the project would have no adverse effect on historical architectural resources. In addition, according to an on-line archival search of specimens held by the University of California, Museum of Paleontology, in Berkeley, no recorded fossil materials have been found on the project site, and thus the proposed project is unlikely to directly or indirectly affect a unique paleontological resource or site. We will use the results of the cultural resources report to characterize existing conditions on the site and disclose whether ground disturbance activities would cause a substantial adverse change in the significance of an archaeological resource or disturb human remains, including those interred outside of formal cemeteries. In addition, we will use the results on the cultural resources report to disclose whether ground disturbance activities would cause a substantial adverse change in the significance of a tribal cultural resource. Our scope assumes that that City staff will conduct outreach to local tribes that have requested to be notified of development projects within the City pursuant to AB 52. Results of the outreach and tribal consultation will be documented in the EIR.

### Greenhouse Gas Emissions

- **Characterize Existing Conditions.** As the site is vacant undeveloped land, there are no existing sources of greenhouse gases (GHG) associated with the project site.
- **Assess Construction Impacts.** Direct and indirect GHG emissions during construction activities will be analyzed and disclosed.
- **Assess Operational Impacts.** The project's direct and indirect emissions of GHG will be analyzed, quantified, and converted to CO<sub>2</sub>e emissions using recommended global warming potential conversion factors. The project's impact on climate change will be compared to applicable thresholds of significance and address the recent Newhall Ranch Supreme Court decision. The project's consistency with federal, State, and local climate action plans will also be discussed.

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- **Identify Mitigation Measures.** We will identify and evaluate reasonable and feasible mitigation measures to reduce any significant GHG impacts. In addition, we will develop a list of reasonable and feasible dust control measures to reduce construction air quality impacts and, if necessary, measures to reduce community risk to acceptable levels. Regulatory compliance measures will also be identified.

### Hazards and Hazardous Materials

Impact Sciences will utilize the Phase I and II Environmental Site Assessments prepared for the project site by Wallace Kuhl & Associates to characterize existing environmental conditions on the site. We will evaluate the potential for the proposed project to expose the public and the environment to the effects of hazardous materials, including contamination in soil and groundwater. We will also evaluate the potential of the proposed project to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials and document that the project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Mitigation measures will be recommended to mitigate any potentially significant impacts.

### Land Use

Impact Sciences will evaluate the existing and planned zoning designations and the project's consistency with the General Plan, Zoning Code, and other land use regulations. We will review applicable General Plan goals, policies, and standards and identify those policies that were adopted or approved for the purpose of avoiding or mitigating an environmental effect.

We will identify and analyze potential direct and indirect impacts of the proposed project with regard to land use and planning, with a focus on conflicts with policies and regulations designed to avoid or mitigate an environmental effect. If needed, with assistance from the City planning staff we will develop mitigation measures for any significant adverse land use and planning impacts.

### Noise

Impact Sciences staff will peer-review the noise report prepared by J.C. Brennan & Associates for the proposed project and will inform City staff in the form of a memorandum if any additional noise analysis is needed. (For purposes of this scope of services, we are assuming that no additional noise analysis will be needed and that the report will suffice).

We will use the results of the noise report to characterize the existing noise environment and disclose whether the proposed project would expose project site residents to noise levels in excess of standards established in the City's General Plan or result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project. In addition, we will also use the results of the noise report to disclose whether construction on the project site would expose persons to excessive noise and vibration levels or result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

### Public Services and Recreation

Impact Sciences will consult with City staff and service providers to determine existing conditions for fire, police, schools, parks, and recreation. We will discuss potential impacts of project buildout on all service providers in terms of demand for service, ability to provide service, and the possible need for construction of additional facilities. If additional facilities will be required, the potential environmental

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impacts of those facilities will be evaluated in general terms. If significant impacts would result from the proposed project, mitigation will be identified.

### Transportation/Traffic

Impact Sciences staff will peer-review the traffic study prepared by Fehr & Peers for the proposed project and will inform City staff in the form of a memorandum if any additional traffic analysis is needed. (For purposes of this scope of services, we are assuming that no additional traffic analysis will be needed and that the report will suffice).

We will use the results of the traffic study to characterize the existing traffic conditions in the vicinity of the project site and disclose if traffic generated by the proposed project would conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit. In addition, we will use the results of the report to disclose whether traffic generated by the proposed project would conflict with an applicable congestion management program, substantially increase hazards due to project design, result in inadequate emergency access, or conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities. If necessary, mitigation measures will be proposed to mitigate significant impacts.

### Utilities and Service Systems

Impact Sciences will consult with City staff and service providers to determine existing conditions with respect to water supply, wastewater, and solid waste. We note that due to project size, the proposed project is not subject to Water Supply Assessment requirements set forth by SB 610. Based on the project demand for utilities, we will evaluate whether the proposed project would require the construction of new or expanded utilities. If additional facilities will be required, the potential environmental impacts of those facilities will be evaluated in general terms. If significant impacts would result from the proposed project, mitigation will be identified.

### Energy

In recent years, CEQA litigation has focused on evaluation of energy impacts in compliance with Appendix F of the *State CEQA Guidelines*. We propose to prepare a stand-alone section in the Draft EIR that satisfies the requirements of Appendix F. Impact Sciences will gather and present project energy demand information, and other analysis necessary to fully evaluate energy impacts in relation to the standards of significance. If necessary, mitigation measures will be proposed to reduce significant impacts.

### All Other Resource Topics

We will address all other environmental topics at a lesser level of detail in one section of the EIR.

- We will evaluate impacts to **aesthetics** in terms of changes to scenic vistas, effects on scenic resources, changes in visual character of the project site, and a substantial increase in light and glare. Aesthetic impacts are expected to be less than significant.

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- We will document the existing conditions on the project site to demonstrate that impacts to **agricultural and forestry resources** and **mineral resources** are not an issue for the project.
- Impacts related to **geology and soils** will be discussed based on the geotechnical investigation of the project site prepared by the Applicant and are expected to be less than significant.
- Impacts related to **hydrology and water quality** will be discussed based on information provided by the Applicant's engineer and are expected to be less than significant.
- With respect to **population and housing**, we will evaluate project impacts in terms of the increase in City population and the project's effect on the housing inventory.

### *Task 5      Prepare Screen-check Draft EIR*

Once City comments on the administrative Draft EIR are received, Impact Sciences will revise the document and prepare a Screen-check Draft EIR which will be submitted to the City for review and comment. We will also meet with City staff to go over the Screen-check Draft EIR because in our experience such a meeting will help expedite the completion of the Draft EIR for publication. Our scope assumes one round of review for the Screen-check Draft EIR.

#### **Deliverables:**

- One (1) electronic copy of Screen-check Draft EIR in MS Word format
- Five (5) hard copies of Screen-check Draft EIR

### *Task 6      Prepare Draft EIR*

Following the approval of Screen-check Draft EIR by the City, we will produce up to 50 hard copies (with Appendices provided on CD-ROM) of the Draft EIR for distribution. Our scope assumes that Impact Sciences will distribute the Draft EIR to the State Clearinghouse, other agencies, organizations, and individuals who request a copy of the Draft EIR. In addition, we will distribute copies of the Draft EIR to local libraries. Electronic files of the Draft EIR will be provided to the City for reproduction, web posting, and other uses. We will also handle the publication of the Notice of Availability of the Draft EIR and the mailing of the notice to all agencies, organizations, and individuals. Finally, we will place a public notice in the local newspaper announcing the availability of the Draft EIR.

It is anticipated that the City will hold one public hearing for the Draft EIR during the 45-day review period. Impact Sciences will assist the City in conducting the Draft EIR public hearing. If required, Impact Sciences will prepare meeting materials such as sign-in sheets, informational handouts, comment cards, etc. Our Project Manager will attend the Draft EIR hearing.

#### **Deliverables:** The following items will be provided:

- One (1) camera-ready copy of the Draft EIR
- One (1) electronic copy of Draft EIR on CD-ROM
- Fifty (50) hard copies of Draft EIR, with Appendices provided on CD-ROM

## 2. PROJECT UNDERSTANDING AND SCOPE OF SERVICES

### Task 7     *Prepare Final EIR*

#### Prepare Administrative Final EIR

Following completion of the public and agency review period for the EIR, we will review the comments received in writing and oral comments provided at the Draft EIR hearing, bracket all relevant comments, and assign identifying numbers to each comment letter and individual comments. Our scope assumes that up to 25 individual comments (including agency and public comments) will be received and none of the comments will require new analysis. If the number of comments received is greater than 25 and the comments require new analysis, a scope amendment may be necessary.

Based on the nature of the comments, the comments will be assigned to Impact Sciences team or to the preparers of the technical reports if the comments are technical in nature. Responses to all relevant comments will be prepared and presented in a draft Response to Comments document. Also, in response to the comments received or on account of any changes to the project description since the publication of the Draft EIR, the text of the Draft EIR will be revised. We will also prepare the Mitigation Monitoring and Reporting Plan (MMRP) for inclusion in the Final EIR that will satisfy the monitoring and reporting requirements listed in AB 3180. The administrative Final EIR will be provided to City staff for review and comment. Our scope assumes one round of review for the administrative Final EIR. It is assumed that the comments from City staff on the administrative Final EIR will be provided in a consolidated set. Finally, Impact Sciences will prepare the CEQA Findings of Fact and Statement of Overriding Considerations (if necessary) as a separate document. Finally, we will meet with City staff to go over the administrative Final EIR.

#### Deliverables:

- One (1) electronic copy of Admin Final EIR in MS Word format for staff review
- Five (5) hard copies of Admin Final EIR

### Task 8     *Prepare Screen-check Final EIR*

After the administrative Final EIR is revised, a “screen-check” Final EIR will be prepared. The screen-check Final EIR will be provided to City staff for review and comment. We will meet with City staff to go over the screen-check Final EIR because in our experience such a meeting will help expedite the completion of the Final EIR for publication. Our scope assumes one round of review for the Screen-check Final EIR.

#### Deliverables:

- One (1) electronic copy of Screen-check Final EIR in MS Word format for staff review
- Five (5) hard copies of Screen-check Final EIR

### Task 9     *Prepare Final EIR*

Following approval of the Screen-check Final EIR, Impact Sciences will prepare the Final EIR for publication and web posting. We will also prepare and post the Notice of Determination (NOD) within five days following the lead agency’s approval of the project, following the certification of the Final EIR

#### Deliverables:

- One (1) camera-ready copy of the Final EIR
- One (1) electronic copy of Final EIR in MS Word and PDF format on a CD-ROM

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- Fifty (25) hard copies of Final EIR

### ***Task 10 Project Management and Meetings***

This includes the Project Manager's time providing oversight and guidance to the project team, reviewing invoices, preparing progress reports, and monitoring budget and schedule. It also includes the Project Manager's time preparing project files, preparing memoranda and letters, and distributing materials. This task also includes time for our Project Manager to assist City staff with responding to enquires and other communications related to this project.

As part of our scope the Project Manager will also attend two community meetings, including the scoping meeting described above under Task 2, and up eight project meetings via teleconference with City staff during preparation of the administrative Draft EIR and the Final EIR. In addition, our Project Manager will attend four in-person meetings with City staff to discuss comments on the administrative and screen-check Draft EIR and Final EIR.

### ***Task 11 Planning Commission and City Council Hearings***

As part of our scope, our Project Manager will attend three public hearings: one to present the Draft EIR to the City's Planning Commission during the 45-day public review period; one to present the Final EIR to the City's Planning Commission; and one to present the Final EIR and MMRP to the City Council.

## 2. SCHEDULE

The attached schedule presents all key tasks that will be involved in the preparation, review, publication, and completion (through certification) of the EIR. These major tasks are consistent with the major procedural tasks listed in our scope of services.

## Green Valley Mixed-use EIR Preliminary Schedule

ID	Task Name	Duration	2019											
			Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr		
1	<b>ENVIRONMENTAL DOCUMENTATION</b>	<b>182 days</b>	<b>Mon 7/23/18</b>	<b>Tue 4/2/19</b>										
2	Kick-off Meeting	1 day	Mon 7/23/18	Mon 7/23/18										
3	Prepare NOP	1 wk	Mon 7/23/18	Fri 7/27/18										
4	City Review of NOP	3 days	Mon 7/30/18	Wed 8/1/18										
5	Prepare and Publish NOP	2 days	Thu 8/2/18	Fri 8/3/18										
6	Circulate NOP	30 edays	Fri 8/3/18	Sun 9/2/18										
7	Scoping Meeting	1 day	Wed 8/8/18	Wed 8/8/18										
8	Prepare Admin Draft EIR	6 wks	Mon 7/23/18	Fri 8/31/18										
9	City Review Admin Draft EIR	4 wks	Mon 9/3/18	Fri 9/28/18										
10	Meeting to Review Suggested Changes to Draft EIR	1 day	Thu 9/27/18	Thu 9/27/18										
11	Prepare Screencheck Draft EIR	3 wks	Mon 10/1/18	Fri 10/19/18										
12	City Review and Approve Screen-check Draft EIR	2 wks	Mon 10/22/18	Fri 11/2/18										
13	Meeting to Review Suggested Changes to Screen-check EIR	1 day	Thu 11/1/18	Thu 11/1/18										
14	Prepare, Publish and Deliver Public Draft EIR	2 wks	Mon 11/5/18	Fri 11/16/18										
15	Circulate for Public Review	45 edays	Fri 11/16/18	Mon 12/31/18										
16	Draft EIR Public Hearing before Planning Commission	1 day	Wed 12/26/18	Wed 12/26/18										
17	Prepare Admin Final EIR and MMRP	3 wks	Tue 1/1/19	Mon 1/21/19										
18	City Review Admin Final EIR and MMRP	1 wk	Tue 1/22/19	Mon 1/28/19										
19	Meeting to Review Suggested Changes to Admin Final EIR	1 day	Fri 1/25/19	Fri 1/25/19										
20	Prepare Screen-check Final EIR	1 wk	Tue 1/29/19	Mon 2/4/19										
21	City Review and Approve Screen-check Final EIR	1 wk	Tue 2/5/19	Mon 2/11/19										
22	Meeting to Review Suggested Changes to Screen-check Final EIR	1 day	Fri 2/8/19	Fri 2/8/19										
23	Prepare, Publish, and Deliver Final EIR	1 wk	Tue 2/12/19	Mon 2/18/19										
24	Planning Commission Hearing	1 day	Wed 3/13/19	Wed 3/13/19										
25	City Council Hearing	1 day	Tue 4/2/19	Tue 4/2/19										

Updated: Sat 6/16/18

### **3. COST ESTIMATE**

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The scope of services presented in this proposal will be provided to the City of Fairfield on a time and materials basis for a not-to-exceed amount of \$158,145. A breakdown of this cost estimate by task is presented in the worksheet below. Our hourly billing rates are attached.

**City of Fairfield**  
**Green Valley II Mixed-use Project EIR**  
**Impact Sciences Budget**

Task	Task Description	Principal \$250	Principal \$200	Principal \$160	Senior Project Manager	Project Manager	Staff Analyst	Air Quality Analyst	Air Quality Analyst/ WP	Total ISI	Pacific Biology Fee	Pacific Biology Subconsultant	Pacific Biology Expenses	Total BUDGET
<b>1</b>	Project Kick-off			4					\$135	\$115	Hrs			
2	Prepare Notice of Preparation	4		8	12	24		8		8	\$1,640		\$100	\$1,740
3	Prepare Administrative Draft EIR	16		24	32	40		16		56	\$7,160		\$1,500	\$8,660
<b>4</b>	Conduct Technical Studies & Prepare Sections									128	\$17,720			\$18,320
3.1	Air Quality	2	6	4	16	16	32			60	\$8,340			
3.2	Biological Resources	2	8	8	16	16				26	\$3,700			\$8,340
3.3	Cultural Resources	2	6	4	16	16	32			26	\$3,700			\$10,925
3.4	Greenhouse Gas Emissions	2	2	4	16	16				60	\$8,340			
3.5	Hazards and Hazardous Materials	2	4	8	16	16				22	\$3,060			
3.6	Land Use and Planning	4								28	\$3,960			
3.7	Noise	2	6	4	16	16	24			52	\$7,260			
3.8	Public Services	2								22	\$2,820			
3.9	Transportation and Traffic	4	8	24						36	\$5,160			
3.10	Utilities and Service Systems	2		8	16					26	\$2,460			
3.11	Energy	2		4	16					22	\$3,060			
3.12	Other Resource Topics	2		4	8	12				26	\$3,360			
<b>5</b>	Prepare Screen-check Draft EIR	4	24	12	24					12	\$10,180			\$10,580
6	Prepare Draft EIR	4	16	8	16	8	8			52	\$7,120			
7	Prepare Administrative Final EIR	8	16	24	32					96	\$12,640			
8	Prepare Screen-check Final EIR	8	12	16	32					68	\$9,200			
9	Prepare Final EIR & MNRP	4	8	12	16					40	\$5,400			
10	Project Management and Meetings	16	40							56	\$10,400			
11	Hearings		24							24	\$3,840			
<b>TOTAL</b>		<b>96</b>	<b>18</b>	<b>244</b>	<b>212</b>	<b>292</b>	<b>86</b>	<b>60</b>	<b>1,010</b>	<b>\$141,520</b>	<b>\$7,225</b>		<b>\$9,400</b>	<b>\$155,145</b>



## SCHEDULE OF CHARGES

(continued)

### GIS/Visual Simulation Charges

Plotter Prints	\$ 8.00 per square foot
Plotter Prints (Gloss or Specialty Paper)	\$ 10.00 per square foot
Plotter Prints (Working/Field Maps)	\$ 4.00 - 5.00 per square foot
Geo-Referenced Aerial Image	\$ 275.00 </= 5.5 A Site*
Non Geo-Referenced Aerial Image	\$ 25.00 per image

### Internal Reproduction Costs

#### Single Sided Black and White Copies

8.5"x11"	\$ 0.05 per copy
11"x17"	\$ 0.15 per copy

#### Double Sided Black and White Copies

8.5"x11"	\$ 0.10 per copy
11"x17"	\$ 0.30 per copy

#### Single Sided Color Copies

8.5"x11"	\$ 0.50 per copy
11"x17"	\$ 0.75 per copy

#### Double Sided Color Copies

8.5"x11"	\$ 1.00 per copy
11"x17"	\$ 1.50 per copy

Document Scanning	\$ 0.02 per page
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Preparation for court appearances, depositions, presentations to regulatory boards, or other special requests for testimony will be charged on a time-and-materials basis.

\* Several factors influence the cost of imagery, including resolution, date and area. Please contact the GIS Group for more specific pricing information.

All rates will be adjusted annually by a minimum of 5%.

**EXHIBIT "B"**

**PAYMENT**

- 1) The total contract price for services rendered by CONSULTANT under this Agreement shall be \$158,145.00, with a not to exceed amount of \$173,959.50 which includes a 10% contingency:

Payment shall be made to CONSULTANT:

Impact Sciences Inc.  
231 Village Commons Boulevard, Suite 17  
Camarillo, CA. 93012-7818  
805-437-1900

On a time and material basis, the CONSULTANT shall submit monthly invoices to:

Meily Sheehan  
Community Development Department  
City of Fairfield  
1000 Webster Street, Second Floor  
Fairfield, California 94533-4883  
707-428-7474

- 2) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the Community Development Department.

## EXHIBIT "C"

### GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11)PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13)CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

**EXHIBIT "D"**

**INSURANCE REQUIREMENTS**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

**1) MINIMUM SCOPE AND LIMITS OF INSURANCE**

- a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.
- c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

**2) INDUSTRY SPECIFIC COVERAGES**

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$\_\_\_\_\_
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$\_\_\_\_\_.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.



Agenda Item No. 22

## Agenda Report

**DATE:** July 17, 2018

**TO:** The Mayor and City Council

**FROM:** David A. White, City Manager aw  
Kevin H. Snyder, Director of Community Development KHS  
David Feinstein, Planning Division Manager DF  
Meily Sheehan, Assistant Planner MS

**SUBJECT:** Resolution of the City Council of the City of Fairfield Approving a Consultant Services Agreement between the City of Fairfield and Impact Sciences, Inc. to prepare an Environmental Impact Report for the Green Valley II Mixed Use Project at the Southwest Corner of Business Center Drive and Suisun Valley Road (APNs 0148-540-300; 0148-540-270)

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### **RECOMMENDED ACTION**

Adopt resolution.

### **STATEMENT OF ISSUE**

In March 2018, the Community Development Department received an application for a mixed residential and commercial development. An Environmental Impact Report (EIR) will be prepared and issued for the development at a cost of \$173,959.50 that will be paid for entirely by the project applicant and managed by the Department. A Consultant Services Agreement with the City selected consultant to prepare the EIR requires City Council approval.

### **DISCUSSION**

The Community Development Department has received an application March 1, 2018 from The Spanos Corporation for a General Plan Amendment, Zone Change, Development Review, and Environmental Review for a mixed residential and commercial development on approximately 13.32-acres at the southwest corner of Business Center Drive and Suisun Valley Road. The project consists of 270 apartment units and 22,000

DATE: July 17, 2018  
SUBJECT: Resolution of the City Council of the City of Fairfield Approving a Consultant Services Agreement between the City of Fairfield and Impact Sciences, Inc. to prepare an Environmental Impact Report for the Green Valley II Mixed Use Project at the Southwest Corner of Business Center Drive and Suisun Valley Road (APNs 0148-540-300; 0148-540-270)

**PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION**

On April 17, 2018, The Spanos Corporation held a community outreach meeting to present the project proposal. There will be several public notifications and meetings throughout the remainder of the project's entitlement process; including a public scoping meeting for the Environmental Impact Report that is anticipated to occur in late summer or early fall of 2018.

**ALTERNATIVE ACTION**

The City Council could decide not to execute the contract with Impact Sciences, Inc. Should this occur, the City would need to enter into a contract with another firm to prepare the Environmental Impact Report.

**DOCUMENTS ATTACHED**

Attachment 1: Proposed Resolution with attached Consultant Services Agreement

**STAFF CONTACT**

Meily Sheehan, Assistant Planner  
707-428-7474  
[msheehan@fairfield.ca.gov](mailto:msheehan@fairfield.ca.gov)

KHS:DMF:MS:Im

S:\Community Development Files\Meily\GPA & ZC\Green Valley II Mixed Use\Consultant Service Agreement\CC REPORT.docx

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2018-181**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD  
APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN  
THE CITY OF FAIRFIELD AND IMPACT SCIENCES, INC. TO  
PREPARE AN ENVIRONMENTAL IMPACT REPORT FOR THE GREEN  
VALLEY II MIXED USE PROJECT AT THE SOUTHWEST CORNER OF  
BUSINESS CENTER DRIVE AND SUISUN VALLEY ROAD (APNs 0148-  
540-300; 0148-540-270)**

**WHEREAS**, on March 1, 2018, The Spanos Corporation, in accordance with the governing rules and regulations, properly filed with the Community Development Department applications for General Plan Amendment (GPA2018-001), Zone Change (ZC2018-001), Development Review(s) (DR2018-002 | DR2018-003), Environmental Review (ER2018-004), Lot Line Adjustment (LLA2018-003), and Use Permit (UP2018-003) for a mixed-use proposal; and

**WHEREAS**, the mixed use proposal consisting of 270 apartment units and 22,000 square-feet of commercial space located at the southwest corner of Business Center Drive and Suisun Valley Road (APN s:0148-540-300 ; 0148-540-270) (the "Project") were properly filed with the Community Development Department; and

**WHEREAS**, an Environmental Impact Report has been requested for the project by the applicant; and

**WHEREAS**, a Consultant Services Agreement will allow for the preparation of the Environmental Impact Report; and

**WHEREAS**, the Consultant Services Agreement does not meet the definition of a project for the purposes of the California Environmental Quality Act as defined by Section 15378 of the CEQA Guidelines; and

**WHEREAS**, the City Council has identified economic development as a top priority of the City and the completion of the Environmental Impact Report for the Project will help balance the City's economic development goals with potential project impacts.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

**SECTION 1.** The City Manager is authorized and directed to execute, on behalf of the City, that certain Consultant Services Agreement between the City and Impact Sciences,

Inc., as attached hereto, for a preparation of an Environmental Impact Report for the Green Valley II Mixed Use project.

Section 2. The City Manager is authorized to do all things necessary to implement this resolution.

Section 3. The City Manager is authorized to execute any future proposed amendments to the agreement that are necessary, provided the cost of such amendments are fully funded by The Spanos Corporation.

Section 4. The City Manager is authorized to do all things necessary to implement any future contract amendments pursuant to Section 3 above.

**PASSED AND ADOPTED** this 17th day of July, 2018.

	<b>Price/Timm/Bertani/Moy/Vaccaro</b>
AYES:	COUNCILMEMBERS: _____
NOES:	COUNCILMEMBERS: <b>NONE</b>
ABSTAIN:	COUNCILMEMBERS: <b>NONE</b>
ABSENT:	COUNCILMEMBERS: <u>Bertani</u>

*[Signature]*  
MAYOR

ATTEST:

*Karen L. Rees*  
CITY CLERK



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

Tolman & Wiker Insurance Services LLC #0E52073  
196 S. Fir Street  
PO Box 1388  
Ventura CA 93002-1388

INSURED  
Impact Sciences Inc.  
231 Village Commons Blvd  
Suite 17  
Camarillo CA 93012

## CONTACT NAME:

PHONE: (805) 585-6740

FAX (A/C, No.): (805) 585-6840

E-MAIL ADDRESS: mbaker@tolmanandwiker.com

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Prop Cas Co of Am

25674

INSURER B: Employers Preferred Ins Co

10346

INSURER C: Landmark American Ins Co

33138

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 18/19 GL/HNOA/UMB/WC/PROF

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		680-7H085627-18-47	2/14/2018	2/14/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		680-7H085627-18-47	2/14/2018	2/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	UMBRELLA LIAB  EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		CUP9060Y996-18-47	2/14/2018	2/14/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	EIG2597120-00	4/1/2018	4/1/2019	X PER STATUTE \$ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY		LHR834005	2/14/2018	2/14/2019	EACH CLAIM \$ 2,000,000 PER AGGREGATE \$ 4,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL: City of Fairfield, its officers, officials, employees and volunteers are Additional Insured as respects to operations of the Named Insured per form CGD3810915. This Insurance is Primary & Non-Contributory to any other Insurance per form CGD3810915. A Severability of Interest provision applies per CGT1010116. Endorsements apply only as required by current written contract on file.

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

J Viles, CISR/MISTYB

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

## COMMERCIAL GENERAL LIABILITY

are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph b. below, insurer means a provider of insurance.

#### a. Primary Insurance

This insurance is primary. If any of the other insurance is also primary, we will share with all that other insurance by the method described in Paragraph b. below.

#### b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or renewal in accordance with applicable insurance laws or regulations.

### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage

## COMMERCIAL GENERAL LIABILITY

are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **b.** below, insurer means a provider of insurance.

#### a. Primary Insurance

This insurance is primary. If any of the other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **b.** below.

#### b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or renewal in accordance with applicable insurance laws or regulations.

### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

### EDD REPORTING REQUIREMENTS CHECKLIST

As per SB 542 (Burton/Schiff 09-27-1999), effective January 1, 2001, the State Employment Development Department (EDD) requires the following:

**Please complete the following: (To be completed by the department)**

Department/Division: \_\_\_\_\_ Date of Contract: \_\_\_\_\_

Authorized by Res. No.: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_

Person Reviewing EDD Requirements: \_\_\_\_\_ Phone: \_\_\_\_\_

**EDD REPORTING REQUIREMENTS.** When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, the CONSULTANT who is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation, or other form of organization shall provide the following information to CITY to comply with EDD reporting requirements.

- A. If CONSULTANT is doing business as a sole proprietorship, then CONSULTANT shall provide the full name, address, social security number, and home/business phone number.
- B. If CONSULTANT is doing business as other than a sole proprietorship, then CONSULTANT shall provide CONSULTANT's business/organization name, address, federal tax identification number, and business/organization phone number.

\*\*\*\*\*  
Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, we require you to complete Box 1 AND Box 2 below. Please indicate the type of business and provide the information requested:

**Box 1**

NAME AND ADDRESS	
FULL NAME	Impact Sciences Inc.
ADDRESS	231 Village Commons Blvd., #17
CITY, STATE, ZIP	Camarillo, Ca 93012
PHONE NUMBER	805.437.1906

**Box 2**

✓ BOX	TYPE OF BUSINESS	SSN/TIN	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
<input type="checkbox"/>	SOLE PROPRIETORSHIP	SSN only	Name is box 1 must match SSN
<input type="checkbox"/>	PARTNERSHIP	TIN	
<input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP	TIN	
<input checked="" type="checkbox"/>	CORPORATION	TIN	95-4149164
<input type="checkbox"/>	LIMITED LIABILITY CORPORATION	TIN	
<input type="checkbox"/>	NON-PROFIT CORPORATION	TIN	
<input type="checkbox"/>	OTHER FORM OF ORGANIZATION	TIN	

**PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD**

**W-9**

Form  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <i>Impact Sciences, Inc.</i>			
	Business name/disregarded entity name, if different from above <i></i>			
<b>Check appropriate box for federal tax classification:</b> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► <i></i>  <input type="checkbox"/> Other (see instructions) ►	<b>Exemptions (see instructions):</b> Exempt payee code (if any) <i></i> Exemption from FATCA reporting code (if any) <i></i>			
	Address (number, street, and apt. or suite no.) <i>231 Village Commons Blvd., #17</i>			<b>Requester's name and address (optional)</b> <i></i>
	City, state, and ZIP code <i>Panama City, FL 32401</i>			
	List account number(s) here (optional) <i></i>			

## **Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

-	-	-

**Employer identification number**

9	5	-	4	1	4	9	1	6	4
---	---	---	---	---	---	---	---	---	---

## **Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ► *Daleval Schaefer*

Date ►

*8/20/18*

## **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

## **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Welcome Lucia - [My Account](#) - [Logout](#)
[Inbox](#)   [Records](#)   [Configuration](#)   [Help](#)

## Impact Sciences

Account: 33010

 [Edit Account](#)  
  [Place Hold](#)  
  [Archive Account](#)  
  [Request Compliance](#)  
  [View Audit Trail](#)
 [Log Note](#)  
  [Log Meeting](#)  
  [Log Call](#)  
  [Log Email](#)  
  [Send Email](#)  
  [Assign Task](#)  
  [Add Contact](#)

### Dashboard

RISKworks Account Compliance Status: Compliant

Number of Active Evaluation(s): 1  
 Total Number of Evaluations: 1  
 Compliant Evaluations: 1  
 Non Compliant Evaluations: 0  
 TBD Evaluations: 0  
 Items Requiring Attention: 0

PO 21655

### Organizational Unit

City of Fairfield, CA

### Action Items

There are no pending tasks. Click [here](#) to add one.

### Evaluations

<input type="checkbox"/> Evaluation ID	Agreement Number	Agreement End Date	Compliance Status	Started	Type	Effective Date	Expiration Date	Stage
<input type="checkbox"/> 27524			Compliant	7/31/2018	Consultant - Long Form	4/1/2018	2/14/2019	

[add](#) [renew](#) [archive](#) [j](#)
[View Active and Archived Evaluations](#)

### Documents

### Account Information

### Contacts

### History

Welcome Lucia - [My Account](#) - [Logout](#)[Inbox](#) [Records](#) [Configuration](#) [Help](#)**Impact Sciences**

Account: 33010

 [Edit Account](#)  [Place Hold](#)  [Archive Account](#)  [Request Compliance](#)  [View Audit Trail](#) [Log Note](#)  [Log Meeting](#)  [Log Call](#)  [Log Email](#)  [Send Email](#)  [Assign Task](#)  [Add Contact](#)**Dashboard**RISKworks Account Compliance Status: **Compliant**

Number of Active Evaluation(s): 1  
Total Number of Evaluations: 1  
Compliant Evaluations: 1  
Non Compliant Evaluations: 0  
TBD Evaluations: 0  
Items Requiring Attention: 0

PO 21655

**Organizational Unit** [City of Fairfield, CA](#)**Action Items**There are no pending tasks. Click [here](#) to add one.**Evaluations**

<input type="checkbox"/> Evaluation ID	Agreement Number	Agreement End Date	Compliance Status	Started	Type	Effective Date	Expiration Date	Stage
<input type="checkbox"/> 27524			Compliant	7/31/2018	Consultant - Long Form	4/1/2018	2/14/2019	

[add](#) [J](#) [renew](#) [J](#) [archive](#) [J](#)[View Active and Archived Evaluations](#)**Documents****Account Information****Contacts****History**

## Morales, Lucia

---

**From:** Sheehan, Meily  
**Sent:** Monday, September 10, 2018 8:20 AM  
**To:** Morales, Lucia  
**Subject:** Impact Sciences Account Code

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Lucia,

Here is the account code associated with Impact Sciences.

011-99-250-8911

Meily Sheehan  
Associate Planner  
City of Fairfield  
Community Development Department 2<sup>nd</sup> Floor  
1000 Webster Street  
Fairfield CA 94533

P. 707-428-7461

\*\*Please note that City Hall is closed the 1<sup>st</sup> and 3<sup>rd</sup> Fridays of the month\*\*